## SERIAL 04016 - C HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES (NIGP CODE 06000)

CONTR	ACT	PERIOD	<b>THROUGH</b>	APRIL	30.	2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL /
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND
ACCESSORIES (NICE CODE 06000)

ACCESSORIES (NIGP CODE 06000)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 21, 2004.** 

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/jmk Attach

Copy to: Clerk of the Board

Gidget Beltran, Equipment Services Sharon Tohtsoni, Materials Management (Please remove Serial 98153 / 98189 from your contract notebooks)

# SPECIFICATIONS ON INVITATION FOR BID FOR: HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES (NIGP CODE 06000)

#### **1.0 <u>INTENT</u>**:

The intent of this invitation for Bids (IFB) is to establish a contract for parts, service and accessories for Heavy Duty Trucks (1-Ton and higher) and Construction/Agricultural/Industrial County Fleet/Equipment. It is not intended for one –(1) contractor to provide total service/repair as stated herein. The contract will be awarded in part, sections or groups where such action serves the County's best interest.

This contract is to be utilized on an "as required" basis

#### 2.0 SPECIFICATIONS, GENERAL:

#### 2.1 <u>FLEET/EQUIPMENT:</u>

This list of fleet/equipment classes is intended to provide prospective bidders with a general scope for which this contract is intended, but is not limited to only the items listed.

- 2.1.1 HEAVY TRUCKS 1 TON AND MORE
- 2.1.2 2 TO 5 YARD DUMP TRUCKS
- 2.1.3 BARRICADE TRUCKS
- 2.1.4 SIGN TRUCKS
- 2.1.5 AERIAL TRUCKS
- 2.1.6 TRASH PACKER TRUCKS
- 2.1.7 STAKE BEDS
- 2.1.8 REFRIGERATED VANS
- 2.1.9 BOX VANS
- 2.1.10 WATER TRUCKS
- 2.1.11 TREE TRUCKS
- 2.1.12 CONCRETE CUTTING TRUCKS
- 2.1.13 BRIDGE TRUCKS
- 2.1.14 PATCH TRUCKS
- 2.1.15 PAINT STRIPE TRUCKS
- 2.1.16 SPRAY/VACUUM PUMP TRUCKS
- 2.1.17 DIGGER/DERRICK TRUCKS
- 2.1.18 FIELD LUBE TRUCKS
- 2.1.19 OIL DISTRIBUTION TRUCKS
- 2.1.20 TRUCK TRACTORS
- 2.1.21 ROLL OFF TRUCKS
- 2.1.22 FUEL TRUCKS
- 2.1.23 RV'S MOBILE TRAILERS

#### 2.2 <u>CONSTRUCTION / ARGICULTURAL / INDUSTRIAL</u>:

- 2.2.1 MOBILE CRANES
- 2.2.2 STREET SWEEPERS
- 2.2.3 WAREHOUSE SWEEPERS
- 2.2.4 ROAD KICK BROOMS
- 2.2.5 CRAWLER DOZERS
- 2.2.6 D4H, D7H, D8N, D9N
- 2.2.7 WHEEL LOADER
- 2.2.8 TRACK LOADER
- 2.2.9 BACKHOE LOADER
- 2.2.10 GRADERS
- 2.2.11 SCRAPERS
- 2.2.12 SKIP LOADERS
- 2.2.13 SKID STEER LOADERS

- 2.2.14 VIBRATORY ROLLERS
- 2.2.15 PNEUMATIC ROLLERS
- 2.2.16 TOWED ROLLERS
- 2.2.17 SHEEPS FOOT COMPACTORS
- 2.2.18 TRENCHERS
- 2.2.19 ROAD RECLAIMER
- 2.2.20 CHIP SPREADER
- 2.2.21 PAVER
- 2.2.22 EXCAVATOR
- 2.2.23 AGRICULTURAL TRACTOR
- 2.2.24 UTILITY TRAILERS
- 2.2.25 ROLL OFF TRAILERS
- 2.2.26 END DUMP TRAILERS
- 2.2.27 EQUIPMENT TRAILERS
- 2.2.28 HORSE TRAILERS
- 2.2.29 BOAT TRAILERS
- 2.2.30 VAN LOADERS
- 2.2.31 FORKLIFTS
- 2.2.32 PRESSURE WASHER, TRAILER MOUNTED
- 2.2.33 STATIONARY GENERATORS
- 2.2.34 PORTABLE GENERATOR-SETS

#### 2.3 BLANKET PRICING:

Material to be purchased against this contract covers a wide variety of replacement parts/supplies, accessories and components. Bidder(s) shall submit catalog and/or price sheets for each product offered, to provide the greatest coverage of related products. Submit price list(s) by catalog books, 3.5 disk, CD-Rom (formatted without needing a license to open; i.e. excel spreadsheet format) DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION. Participants may also offer pricing for related commodities and services, not specifically addressed herein, by listing the related commodities and services offered on the pricing page(s) (Attachment A).

#### 2.4 CERTIFICATION:

It is the responsibility of the contractors to meet all safety standards, licenses and certified technicians required to perform service and repairs.

#### 2.5 SAFETY STANDARDS:

All repairs and service shall meet the Code of Federal Regulation under Title 49, Inspection, Repair, and Maintenance within Part 396, and Federal Motor Vehicle Safety Standards within Part 571 (revision 10-1-02 edition).

#### 2.6 SERVICE AND REPAIR:

Bidder(s) shall provide flat/labor rates for repairs performed at County locations and at contractor(s) facilities. If the Time Rate Guide (TRG) is used to perform the services/repairs, this guide shall be included with the bid submittal. Bidder(s) shall indicate labor rates for out of scope and emergency service not listed in this IFB. No overtime charges are allowed without prior approval by Equipment Services. Rework shall be done at no cost to the County. An invoice must be submitted displaying zero cost and detailing the Complaint, Cause, and Cure.

#### 2.7 SERVICE TRUCKS:

The service truck(s) must be fully equipped with parts, tools and equipment required to complete the repairs. The bidders shall indicate mileage charges (if any). The County shall not be responsible for any additional mileage due to parts, tools, material and other related items needed to complete the repairs. Equipment Services reserves the right to dispute/question charges for mileage and labor hours on all repairs and service if deemed unreasonable or if it exceeds industry standards.

#### 2.8 DELIVERY/RESPONSE TIME:

It shall be the contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination, freight prepaid on normal deliveries. The County shall not be responsible for any freight (overnight, airfreight, UPS direct, etc.) with the exception of priority deliveries preapproved by Equipment Services Parts Department authorized employees. Deliveries shall be made to all locations listed within 2 hours of notification. Exceptions are made when site is more than two (2) hours in distance (travel time) from contractor(s) facility. Contractor(s) shall notify Equipment Services of all delays for parts. Business hours at the main Equipment Services Parts Department at 3325 W. Durango Street, Phx. are open from 5:00 a.m. to 4:30 p.m. summer hours and 5:30 a.m. to 4:30 p.m. in the winter hours, telephone numbers are 602-506-4670 or 4676.

Maricopa County Equipment Service's four- (4) satellite service stations locations and business hours:

#### SITE ADDRESSES:

#### **BUSINESS HOURS/DELIVERIES:**

2.8.1	Mesa Service Center, 155 E. Coury, Mesa	6:00 a.m. TO 4:30 p.m.
2.8.2	Dysart Service Center, 16821 N. Dysart Rd. Surprise	7:00 a.m. TO 3:30 p.m.
2.8.3	Downtown Service Center, 120 S. 4th Ave, Phx.	7:00 a.m. TO 5:00 p.m.
2.8.4	Buckeye Service Center, 26449 W HWY 85, Buckeye	6:00 a.m. TO 2:30 p.m.

Response time shall be within two (2) hours from notification and the activity is to be completed within 24 hours.

#### 2.9 FLEET/EQUIPMENT PICK-UP:

The contractor(s) must coordinate with our Customer Service on all pick-ups and deliveries. Response time for service pick-up shall be within four- (4) hours from notification and activity performing repairs within 24 hours. Our Service Coordinators shall inform the contractor of the required date the fleet/equipment shall return to our shop. The contractor shall notify the Service Coordinator the diagnosis of the repair and if the date required back is accepted. If any delays occur contact the service coordinators immediately. The direct line is 602-506-4678 or 2886. The contractor shall provide a daily or weekly report (depending on how long the repairs will take) by fax (602-506-6013) Attn: Service Coordinator detailing the status of the fleet/equipment repair that is at their facility.

The contractor shall deliver the repaired fleet/equipment to the location of pick up within four- (4) hours of notifying Equipment Services. If the contractor cannot comply with these terms they shall notify the Service Coordinator immediately, so other arrangement can be made. The contractor is responsible for transporting County vehicle(s) at no cost to the County. The County reserves the right to make arrangements for the delivery of the County fleet(s) and charge the fee to the assigned contractor of record. Exceptions are made when the County is not equipped with the equipment required to transport the fleet/equipment back to the County location.

#### 2.10 PRODUCT DEFINITION:

Certain products covered in this IFB are acceptable to Equipment Services, if "rebuilt" or "remanufactured", at the option of the County. Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items bid, without regard to "classification", shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

#### 2.11 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no charge to the County. Defective parts shall be replaced within 24 hours of notification. The effective date on all warranties shall begin at the time of service and/or installation. For all parts returned under warranty, an invoice must be provided when the replacement part is received. Repairs under warranty must be documented by an invoice, detailing the Complaint, Cause, Cure and a zero cost.

#### 2.12 INVOICING REQUIREMENTS:

All parts and service invoices shall be accompanied by a proper invoice billed to:

Equipment Services 3325 West Durango St. Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. All invoices shall indicate the following;

	Service invoice	Packing list or Parts invoice:
2.12.1	Contract Serial Number	packing slips must have pricing listed. 1. Contract Serial Number
2.12.2	County purchase order number	2. County purchase order number
	(If not paid by credit card)	(If not paid by credit card)
		3. County work order and vehicle #
2.12.3	County work order and vehicle number	4 Part#/quantities/ descriptions
2.12.4	Arrival and completion time	5. Unit cost: list cost minus
	discount	
	(Required when service trucks are used.)	6. Freight (if applicable)
2.12.5	Description-complaint, cause, cure	7. Sales tax and tax rate
	Parts used: list numbers/quantities/description	8. Total cost
	Unit cost: list cost minus discount price	
	Warranty	
2.12.9	Labor rate w/total hours	
	Mileage-miles and rate (if any)	
	Freight, (if applicable)	
	Sales tax and tax rate (on parts only)	
	Total cost	
2.12.14	Invoice must be legible (print must be readable)	

The documents must be dated and signed (full name print) by the County employee.

\*Freight: If freight is applied on an invoice(s) the following are required on the invoice(s):

- 2.12.15 Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s)
- 2.12.16 Full Name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. SUBMIT A SAMPLE OF YOUR INVOICE WITH YOUR BID SUBMITTAL PROVIDING GENERIC INFORMATION.

#### 2.13 RETURN POLICY:

The bidders shall state their return policy, time limitations or restocking charges (if any). Parts will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued in accordance with the vendors return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge (if any) shall be on a separate line. All credit memos must reference original invoice (when applicable), or return ticket slip number. All contractors must provide the County with return credit slip booklets upon request, at no cost to the County.

#### 2.14 QUALITY:

The successful bidder must guarantee his product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement, with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

The materials and supplies called for herein shall be **OEM** grades and types, prepared according to the best available standards or accepted formulas (**OEM**), and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

#### 2.15 TRAINING:

The successful bidder shall completely train County personnel on site as instructed by Equipment Services in the use and care of the equipment and/or materials which may be purchased from this pricing agreement, at no cost to the County.

#### 2.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors' to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement. The pricing and labor rates shall be programmed in your financial system as offered. If the required information cannot be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements (reference section 2.9). Delay of payment will result if the required information is not provided.

#### 2.17 TAX:

Taxes shall be imposed on parts purchased by the County. No tax shall be levied against labor.

#### 2.18 ADDITIONAL CHARGES/FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless Arizona State or Federally mandated, other than those listed in the pricing section of this price agreement. All costs shall be included in the bid Price.

#### 2.19 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities at any time during the award determination and after an award has been made.

#### 2.20 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

#### 2.21 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

#### 2.22 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

#### 2.23 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

#### 2.24 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

#### 2.25 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

#### 2.26 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended t be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

#### 2.27 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids.

#### 2.28 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

#### 2.29 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.29.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.29.2 Documentation that names the replacement product or model.
- 2.29.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.29.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.29.5 Documentation confirming that the price for the replacement is the same as or less that the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

#### 2.30 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

#### 2.31 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

#### 2.32 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

#### 2.33 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.33.1 One (1) original, one (1) hard copy and one (1) electronic copy (diskette or CD) of all submissions is MANDATORY
- 2.33.2 Pricing pages, MANDATORY (Attachment A)
- 2.33.3 Agreement page, MANDATORY (Attachment B)
- 2.33.4 References (Attachment C), MANDATORY
- 2.33.5 Vendor Information, MANDATORY (Attachment D)
- 2.33.6 Copies of Catalogs/Pricing Documents, MANDATORY
- 2.33.7 Literature, Technical and Descriptive, MANDATORY

#### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

### 3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

#### 3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

#### 3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

#### 3.7 INDEMNIFICATION AND INSURANCE:

### 3.7.1 <u>INDEMNIFICATION</u>.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

**CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### 3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

#### 3.7.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.7.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

#### 3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to: WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674 (gadget.beltran@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

#### 3.10 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 3, 2004 AT 2:00 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

#### 3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

#### 3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one hard copy and one (1) electronic copy of pricing on a 3.5" diskette or CD. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

#### BALAR EQUIPMENT CORPORATION, 11023 N 22<sup>ND</sup> AVENUE, PHOENIX, AZ 85029

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? $X$ YES $N$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	NUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
8.	WACKER	LIST UNAVAILABLE		2%
14.	ROSCO ROLLERS	2004 LEEBOY LIST		2%
29.	PB LOADER	2004 PRICE LIST		2%
	ADDITONAL MANUFAC	TURERS NOT LISTED:		
35.	LEEBOY	2004 PRICE LIST		2%
36.	STANLEY	06/01/03		2%
37.	SCHWARZE	01/06/03		2%
38.	VACCON	02/12/04		2%

## BALAR EQUIPMENT CORPORATION, 11023 N 22<sup>ND</sup> AVENUE, PHOENIX, AZ 85029

### No additional charges other than those listed on this pricing page.

Labor Rate:		
Contractor's facility:	\$85.00 /hr	
County Facility:	\$85.00 /hr	
Labor Rate for out of scope work not lister and emergency:	d \$85.00 /hr	
Labor Rate for Overtime:	\$122.50 /hr	
Labor Rate for Field Service:	\$85.00 /hr	
Labor Rate for Field Service Overtime:	\$122.50 /hr	
Mileage (if any):	\$1.85 / MILE	
Field Service - 1 ton:	\$85.00 /hr	
Field Service - 2 ton:	N / A	
Business hours (include time to order and receive same day delivery):	7:00 AM – 3:30 PM	
Return Policy: Time limitations:	30 DAYS	
Restocking charges (if any):	10%	
Terms:	NET 30	
Federal Tax ID Number:	73-1640255	
Vendor Number:	731640255 A	
Telephone Number:	602-944-1933	
Fax Number:	502-944-9687	
Contact Person:	PETER EVANS	
E-mail Address:	pevans@balar.com	
Company Web Site:	www.balar.com	

Required

To cover the period ending APRIL 30, 2007

Insurance Certificate

Contract Period:

#### CUMMINS ROCKY MOUNTAIN LLC, 2239 N BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES_X_NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES $\underline{X}$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YESX NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	NUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
28.	CUMMINS DIESEL ENGINES	02/04/04		FLEET
	ADDITONAL MANUFACT	URERS NOT LISTED:		
35.	FLEETFUARD FILTRATION PRODUCTS	07/01/03		41% OFF US HWY
36.	FLEETGUARD COOLANT PRODUCTS	01/01/04		41% OFF MSRP
37.	CUMMINS DIESEL RECON REBUILT ENGINE	02/04/04 PARTS		FLEET
38.	CUMMINS DEISEL ENGINE PARTS	02/04/04		FLEET

#### CUMMINS ROCKY MOUNTAIN LLC, 2239 N BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

No additional charges other than those listed on this pricing page.

Labor Rate:

Contractor's facility: \$85.00 /hr

County Facility: \$95.00 /hr

Labor Rate for out of scope work not listed

and emergency: \$95.00 /hr

Labor Rate for Overtime: \$120.00 /hr

Labor Rate for Field Service: \$95.00 /hr

Labor Rate for Field Service Overtime: \$140.00 /hr

Mileage (if any): \$1.00 / MILE

Business hours (include time to order 7:00 AM – 7:00 PM

and receive same day delivery): ORDERS TO BE PLACED BEFORE 2:00 PM FOR SAME

DAY DELIVERY

Return Policy:

Time limitations: 10 DAYS FOR NON-STOCKED PARTS ONLY

Restocking charges (if any): 15% RESTOCK FEE FOR NON-STOCKED PARTS ONLY

Additional services offered: Separate sheet acceptable (define/submit pricing):

NO CHARGE FOR SAME DAY DELIVERY

Warranty (define): 1-YEAR WARRANTY FOR CUMMINS AND RECON PARTS

6 -MONTH FOR RECON MID-RANGE APPLICATIONS OTHER THAN INJECTORS AND FUEL PUMP (BELOW 10 LITER DISPLACEMENT)

Terms: NET 20

Federal Tax ID Number: 84-1586651

Vendor Number: 841586651 A

Telephone Number: 602-257-5989

Fax Number: 602-258-1010

Contact Person: MIKE ASIMAKOPOULOS

E-mail Address: michael.asimakopoulos@cummins.com

Company Web Site: <u>www.cummins.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending APRIL 30, 2007

#### CUNNINGHAM COMMERCIAL VEHICLES, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES_X_NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES $\_X$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X_YESNO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	NUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
2.	CATERPILLAR – ON HIGHWAY	03/08/04		7.5%
28.	CUMMINS DIESEL ENGINES	03/08/04		7.5%
	ADDITONAL MANUFAC	TURERS NOT LISTED:		
35.	FREIGHTLINER	03/08/04		3%
36.	STERLING / FORD	03/08/04		3%
37.	WESTERN STAR TRUCK	03/08/04		10%
38.	ALL PARTS 01V / SEE ATTACHED	03/08/04		WHOLESALE PRICE

### CUNNINGHAM COMMERCIAL VEHICLES, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353

### No additional charges other than those listed on this pricing page.

Contract Period:

Labor Rate:		
Contractor's facility:		\$70.00 /hr
County Facility:		\$80.00 /hr
Labor Rate for out of scope work not liste and emergency:	d	\$80.00 /hr
Labor Rate for Overtime:		N/A
Labor Rate for Field Service:		\$80.00 /hr
Labor Rate for Field Service Overtime:		N / A
Mileage (if any):		\$1.00 / MILE - NON SCHEDULED EMERGENCY
Business hours (include time to order and receive same day delivery):		SEE ATTACHMENT #1
Return Policy: Time limitations:		90 DAYS
Restocking charges (if any):		20% ON NON-STOCK & NO RETURN ON SPECIAL ORDERS
Additional services offered: Separate she	et acceptab	ele (define/submit pricing):
		SEE ATTACHMENT #2
Warranty (define):		SEE ATTACHMENT #3
ADDITIONAL PARTICIPATING LOCA	ATIONS:	EAST VALLEY, 1230 S AKIMEL LANE, CHANDLER, AZ 85226 480-282-4000
Terms:	NET 30	
Federal Tax ID Number:	86-08988	58
Vendor Number:	860898858	
Telephone Number:	623-907-9900	
Fax Number:	623-907-6403	
Contact Person:	RICKY SMITH	
E-mail Address: rsmith@f		<u>uzltd.com</u>
Insurance Certificate	Required	

To cover the period ending APRIL 30, 2007

#### EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

PRICING SHEET B0605387	/ C255008
NICP CODES 06000	

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES_X_ NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES $X$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YESX_ NO
PRICING:
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax

applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN

ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	UFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
2.	CATERPILLAR	03/09/04	EMPIRE LIST	10% OFF GET 50% OFF MOTOR GRADER BLADE GET

No additional charges other than those listed on this pricing page.

**Labor Rate:** 

Contractor's facility: \$75.90\*\* /hr

\*\*LABOR RATES LISTED ABOVE ARE NOT TO EXCEED THE FOLLOWING RATES:

CCE \$69.75 REGULAR \$93.75 OVERTIME BCP \$73.35 REGULAR \$97.35 OVERTIME HYDRAULIC \$67.50 REGULAR \$91.00 OVERTIME

County Facility: \$98.85 /hr

#### EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

Labor Rate for out of scope work not listed

and emergency: \$75.90 /hr

Labor Rate for Overtime: \$99.90 /hr CHARGES START WHEN TECHNICIAN

LEAVES EMPIRE FACILITY

Labor Rate for Field Service: \$98.85 /hr CHARGES START WHEN TECHNICIAN

LEAVES EMPIRE FACILITY

Labor Rate for Field Service Overtime: \$98.85 /hr

Mileage (if any): INCLUDED IN FIELD SERVICE RATE

Field Service - 1 ton: INCLUDED IN FIELD SERVICE RATE

Field Service - 2 ton: INCLUDED IN FIELD SERVICE RATE

Business hours (include time to order and

receive same day delivery): 7:00 AM - 6:00 PM

<u>CLARIFICATION OF TERMS</u>: THE DURANGO ROAD FACILITY HAS ONE FREE DELIVERY PER DAY. ADDITIONAL DELIVERIES AND DELIVERIES TO ALL OTHER FACILITIES ARE AT AN ADDITIONAL CHARGE. EVERY EFFORT WILL BE MADE TO MAKE THE TWO-HOUR DELIVERY WINDOW, BUT EMPIRE CANNOT BE HELD LIABILITY IF UNFORESEEN CIRCUMSTANCES OCCUR.

Return Policy: PARTS MUST BE NEW AND SALABLE IN ORIGINAL PACKAGE. PARTS MUST BE ACCOMPANIED BY ORIGINAL PACKING LIST OR INVOICE. PARTS MUST BE RETURNABLE TO THE SUPPLIER. PART CANNOT BE CANCELED OR REPLACED. PART MUST HAVE A \$5.00 MINIMUM VALUE. NON-RETURNABLE PARTS INCLUDE, BUT ARE NOT LIMITED TO: ELECTRICAL PARTS, GOODS CUT TO LENGTH, OPENED KITS, LITERATURE, GLASS, AND MADE TO ORDER PARTS.

Time limitations: 6 MONTHS FROM DATE OF PURCHASE

Restocking charges (if any): NONE

Additional services offered: Separate sheet acceptable (define/submit pricing):

ENGINE GENERATOR SERVICE (AT A RATE OF 575.90 / REGULAR HOUR AND 99.90 / OVERTIME HOUR.)

ON-HIGHWAY TRUCK ENGINE SERVICE (AT A RATE OF \$90.00 / REGULAR HOUR AND \$116.00 / OVERTIME HOUR.)

Warranty (define): 6 MONTHS ON ALL PARTS AND 12 MONTHS ON ALL MAJOR COMPONENTS REMANUFACTURED BY EMPIRE MACHINERY.

<u>CLARIFICATION OF TERMS</u>: IF MARICOPA COUNTY INSTALLS A PART, THE LABOR IS NOT COVERED. IF EMPIRE MACHINERY INSTALLS A PART, THE LABOR IS COVERED.

#### ADDITIONAL PARTICIPATING LOCATIONS:

DEER VALLEY: 21230 N BLACK CANYON HIGHWAY, PHOENIX, AZ 85027. PHONE: 623-760-1100 POWER SYSTEMS: 840 N 43<sup>RD</sup> AVENUE, PHOENIX, AZ 85009-5332. PHONE: 602-333-5600

#### EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

Terms: NET 30

Federal Tax ID Number: 86-0894087

Vendor Number: 860894087 C

Telephone Number: 480-633-4517

Fax Number: 480-633-4626

Contact Person: DANA DOMINIACK

E-mail Address: <a href="mailto:ddominiack@empire-cat.com">ddominiack@empire-cat.com</a>

Company Web Site: <u>www.empire-cat.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending APRIL 30, 2007

## FALCON POWER INC, 1411 N 27<sup>TH</sup> AVENUE, PHOENIX, AZ 85009

### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

Labor Rate for Field Service:

Labor Rate for Field Service Overtime:

WILLING TO ACCEPT FUTURE	E SOLICITATIONS VIA EMAIL:	<u>X</u> YES NO		
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO				
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? $X$ YES $N$ NO				
OTHER GOV'T. AGENCIES MA	Y USE THIS CONTRACT: <u>X</u>	_YES NO		
PRICING:				
applicable to this contract will be I CERTIFY BY SIGNING THIS AG	ES/USE TAX IN YOUR BID PRICES.  Isted on the purchase order and allour BREEMENT THAT PRICES BID ARMS AND CONDITIONS SET FOR	wed at time of payment. ARE F.O.B. DESTINATI	BIDDERS	
DISCOUNT PRICING:				
below. Bidders(s) submit with the to provide the greatest coverage of not use the term "current pricing", manufacturers or product lines not	CTION/AGRICULTURAL/INDU	shed price list(s) for each be catalog(s), 3.5" diskett Spaces provided to inclu	product line offered tes, or CD-ROM. Do ade other	
MANUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT	
3. CASE	01/05/04	LIST	0%	
No additional charges other than	n those listed on this pricing page.			
Labor Rate:				
Contractor's facility:	\$80.00 /hr			
County Facility:	\$80.00 /hr			
Labor Rate for out of scope work rand emergency:	not listed \$80.00 /hr			
Labor Rate for Overtime:	\$95.00 /hr			

\$80.00 / hr

\$95.00 /hr

## FALCON POWER INC, 1411 N 27<sup>TH</sup> AVENUE, PHOENIX, AZ 85009

Contract Period:

Mileage (if any):	\$2.50 / MILE
Business hours (include time to order and receive same day delivery):	6:00 AM – 10:30 PM
Return Policy: Time limitations:	NONE FOR STOCK ITEMS 6 MONTHS FOR SPECIAL ORDER ITEMS
Restocking charges (if any):	15%
Warranty (define):	6 MONTHS, UNLIMITED HOURS
Terms:	NET 30
Federal Tax ID Number:	86-0707736
Vendor Number:	860707736
Telephone Number:	602-269-3221
Fax Number:	602-269-3696
Contact Person:	WAYNE ROYER
E-mail Address:	wr@falconpower.com
Company Web Site:	www.falconpower.com
Insurance Certificate	Required

To cover the period ending APRIL 30, 2007

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?X YES NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	NUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
1.	BEARCAT	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
2.	CATERPILLAR	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
3.	CASE	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
4.	GROVE CRANE	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
5.	JOHN DEERE	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
6.	REX ROLLERS	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
7.	SEA MAX MIXERS	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
8.	WACKER	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
9.	INGERSOIL RAND	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	
10.	TENNANT SWEEPER	AFTERMARKET PARTS AS DE	TAILED IN SCHEDULE	

11.	BROCE	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
12.	MOBIL	AFI	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
13.	DYNA PAC ROLLERS	AFI	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
14.	ROSCO ROLLERS	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
15.	KOMATSU	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
16.	TYMCO	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
17.	FORD NEW HOLLAND	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
18.	MASSEY FERGUSON	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
19.	KUBOTA	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
20.	KUT KWICK	AFT	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
21.	HYSTER FORKLIFT	AFI	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
22.	TOYOTA FORKLIFT	AFT	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
23.	THERMO-KING	AFI	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
24.	ONAN-GENERATORS	AFI	TERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
25.	KABOTA-GENERATORS		AFTERMARI	KET PARTS AS	DETAILED IN SCHEDU	ILE
26.	CUMMINS-GENERATOR	S	AFTERMARI	KET PARTS AS	DETAILED IN SCHEDU	ILE
27.	KOHLER-GENERATORS		AFTERMARI	KET PARTS AS	DETAILED IN SCHEDU	LE
28.	CUMMINS DIESEL ENGI	NES	01/05/03		FLEET	0%
29.	PB LOADER	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
30.	MAXON	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
31.	WALTCO	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
32.	PULL TARP	08/0	1/03		LIST	45%
33.	ETNYRE	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
34.	ROLL-RITE	AFI	ERMARKET	PARTS AS DE	TAILED IN SCHEDULE	
	ADDITONAL MANUFAC	<u>TURI</u>	ERS NOT LIST	<u>ГЕD</u> :		
35.	BALDWIN FILTERS	11/0	2/03		DISTRIBUTOR	48%
36.	GROUP A – SEE SCHEDU	JLE	VARIOUS		JOBBER	24%
37.	PERFORMANCE FRICTION BRAKE PADS	ON	02/15/04		DISTRIBUTOR	26.5%

38.	GROUP B – SEE SCHEDULE	VARIOUS	JOBBER	20%
39.	GROUP C – SEE SCHEDULE	VARIOUS	JOBBER	18%
40.	GROUP D – SEE SCHEDULE	VARIOUS	JOBBER	15%
41.	UNIQUE CLUTCHES	02/01/03	JOBBER	13.5%
42.	GROUP E – SEE SCHEDULE	VARIOUS	JOBBER	12%
43.	TIMKEN BEARINGS	09/01/03	JOBBER	10%
44.	RETRAC MIRRORS	07/01/03	JOBBER	35%
45.	KOOL-KOOSHION SEAT CUSHIONS	01/01/04	JOBBER	10%
46.	FLEETGUARD FILTERS	07/01/03	HIGHWAY	35%
47.	GROUP F – SEE SCHEDULE	VARIOUS	JOBBER	0%
48.	GROUP G – SEE SCHEDULE	VARIOUS	LIST	VARIOUS %

#### No additional charges other than those listed on this pricing page.

#### **Labor Rate:**

Contractor's facility: \$65.00 /hr

County Facility: \$65.00 /hr

Labor Rate for out of scope work not listed

and emergency: \$65.00 /hr

Labor Rate for Overtime: \$65.00 /hr

Labor Rate for Field Service: \$65.00 /hr

Labor Rate for Field Service Overtime: \$65.00 /hr

Mileage (if any): \$0.75 / MILE

Business hours (include time to order and MON – FRIDAY 6:00 AM – 8:00 PM

receive same day delivery): (2 HOUR DELIVERY ARO UNTIL 4:00 PM)

SATURDAY 7:00 AM – 3:00 PM (NO DELIVERIES)

Return Policy:

Time limitations: 30 DAYS

Restocking charges (if any): 15%

Additional services offered: Separate sheet acceptable (define/submit pricing):

MACHINE SHOP

Warranty	(define)	١.

SEE ATTACHED SUMMARY

ADDITIONAL PARTICIPATING LOCATIONS:

1036 S CENTER, MESA, AZ 85210

Terms: NET 30

Federal Tax ID Number: 36-4238531

Vendor Number: 364238531

Telephone Number: 602-258-8851

Fax Number: 602-271-4459

Contact Person: TOM KLECKNER

E-mail Address: tom.kleckner@fleetpride.com

Company Web Site: <a href="www.fleetpride.com">www.fleetpride.com</a>

Insurance Certificate Required

Contract Period: To cover the period ending APRIL 30, 2007

### NEWT FOGAL SALES COMPANY, 30 S 41<sup>ST</sup> PLACE, PHOENIX, AZ 85034

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES $\underline{X}$ NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?X YES NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YESX NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MAN	NUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
10.	TENNANT SWEEPER	01/01/04		
11.	BROCE	01/01/04		
12.	MOBIL	01/01/04		
16.	TYMCO	01/01/04		
	ADDITONAL MANUFAC	CTURERS NOT LISTED:		
35.	ELGIN	01/01/04		

### NEWT FOGAL SALES COMPANY, 30 S 41<sup>ST</sup> PLACE, PHOENIX, AZ 85034

No additional charges other than those listed on this pricing page. Labor Rate: N/AN/ALabor Rate for Overtime: N/AMileage (if any): Business hours (include time to order and receive same day delivery): 7:00 AM - 5:00 PM Return Policy: Time limitations: **NONE** Restocking charges (if any): **NONE** Warranty (define): UNLIMITED AGAINST DEFECTS Terms: NET 30 Federal Tax ID Number: 86-0967190 Vendor Number: 860967190 Telephone Number: 602-275-9634 Fax Number: 602-275-9635 Contact Person: WAYNE WILLBANKS Insurance Certificate

Required

To cover the period ending APRIL 30, 2007

Contract Period:

#### NORWOOD EQUIPMENT INC, 2422 S 19<sup>TH</sup> AVENUE, PHOENIX, AZ 85009-6547

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? $X$ YES $X$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X_YESNO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MANUFACTURER		PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
12.	MOBIL	09/03	LIST	20%
30.	MAXON		LIST	
32.	PULL TARP	08/01/03	LIST	
34.	ROLL-RITE	MACK 2002	LIST	
	ADDITONAL MANUFACTURERS NOT LISTED:			
35.	CRYSTEEL DUMP BODIES		LIST	10%
36.	ELGIN SWEEPERS	09/03	LIST	20%
37.	VACTOR	09/03	LIST	20%
38.	WITTKE REFUSE BODIE	S 02/04	LIST	10%

### NORWOOD EQUIPMENT INC, 2422 S 19<sup>TH</sup> AVENUE, PHOENIX, AZ 85009-6547

39. LEACH REFUSE BODY 02/04 LIST 10%

40. KPAC 01/04 LIST

41. AERO TARP LIST

No additional charges other than those listed on this pricing page.

**Labor Rate:** 

Contractor's facility: \$78.00 /hr

Labor Rate for Overtime: \$118.00 /hr

Business hours (include time to order and

receive same day delivery): 7:00 AM – 5:00 PM; MON – FRI CALL BY 2:00 PM

Return Policy:

Time limitations: 30 DAYS

Restocking charges (if any): 15% ON SPECIAL ORDERS

Terms: NET 30

Federal Tax ID Number: 86-0464876

Vendor Number: 860464876

Telephone Number: 602-254-0644

Fax Number: 602-253-0164

Contact Person: PHIL EASLEY

E-mail Address: <a href="mailto:phile2@aztruck.com">phile2@aztruck.com</a>

Insurance Certificate Required

Contract Period: To cover the period ending APRIL 30, 2007

### RDO EQUIPMENT COMPANY, 2649 N 29<sup>TH</sup> AVENUE, PHOENIX, AZ 85009

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? $X$ YES $N$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YESX NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MANUFACTURER		PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
5.	JOHN DEERE	PRICES AVAILABLE ON JOHN DEERE INTERNET	JOHN DEERE LIST	3%
8.	WACKER	PRICES AVAILABLE ON WACKER INTERNET	WACKER LIST	3%
11.	BROCE	01/01/04	LIST	3%

No additional charges other than those listed on this pricing page.

Labor Rate:

Contractor's facility: \$69.00 /hr

County Facility: \$69.00 /hr

## RDO EQUIPMENT COMPANY, 2649 N 29<sup>TH</sup> AVENUE, PHOENIX, AZ 85009

Labor Rate for out of scope work rand emergency:	not listed	\$75.00 /hr		
Labor Rate for Overtime:		\$75.00 /hr		
Labor Rate for Field Service:		\$69.00 /hr		
Labor Rate for Field Service Overt	ime:	\$75.00 /hr		
Mileage (if any):				
Field Service - 1 ton:		N/A		
Field Service - 2 ton:		\$2.50 / MILE		
Business hours (include time to ordereceive same day delivery):	der and	PARTS OPEN 6:00 AM – 5:30 PM SERVICE OPEN 7:00 AM – 5:00 PM ORDER BY 3:00 PM FOR SAME DAY DELIVERY		
Return Policy:		TURNABLE UNLESS PART WAS INSTALLED OR BROKEN 15% RETURN FEE ON ALL SPECIAL ORDERED ITEMS		
Time limitations:		90 DAYS		
Restocking charges (if any):		15% RETURN FEE ON SPECIAL ORDERED ITEMS		
Warranty (define):	COMPONENTS	RANTY ON ALL PARTS; ONE YEAR ON REMAN S. LABOR PROVIDED IF INSTALLED ORIGINALLY BY ENT. 90 DAYS WARRANTY ON SERVICE WORK		
Terms:	NET 30			
Federal Tax ID Number:	45-03060	84		
Vendor Number:	45030608	34		
Telephone Number:	602-415-4	4700		
Fax Number:	602-233-	0383		
Contact Person:	JIM KLE	PPE		
E-mail Address:	jkleppe@	rdoequipment.com		
Company Web Site:	www.rdo	equipment.com		

Required

To cover the period ending APRIL 30, 2007

Insurance Certificate

Contract Period:

#### ROAD MACHINERY COMPANY, 716 S 7<sup>TH</sup> STREET, PHOENIX, AZ 85034

#### PRICING SHEET B0605387 / C255008 NIGP CODES 06000

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES_X_NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES $\underline{X}$ NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YESX NO

#### **PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### DISCOUNT PRICING:

If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. Do not use the term "current pricing", for the information required below. Spaces provided to include other manufacturers or product lines not listed.

## HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

MANUFACTURER		PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNT
2.	CATERPILLAR	SEE COMMON OVERHAUL QU ON DISK. MOST PRICING IS 5		
3.	CASE	OEM PRICING AT TIME OF RE	PAIR FOR PARTS	
5.	JOHN DEERE	SEE COMMON OVERHAUL QU ON DISK. MOST PRICING IS 5		
15.	KOMATSU	SEE COMMON OVERHAUL QU ON DISK. SEE CURRENT FLEE		
26.	CUMMINS-GENERATOR	S (IN SHOP ONLY) OEM PRI	CING AT TIME OF REPA	AIR FOR PARTS
28.	CUMMINS DIESEL ENGINES	SEE COMMON OVERHAUL QU ON DISK. MOST PRICING IS 5		
33.	ETNYRE	OEM PRICING AT TIME OF RE	PAIR FOR PARTS	

#### ROAD MACHINERY COMPANY, 716 S 7<sup>TH</sup> STREET, PHOENIX, AZ 85034

#### No additional charges other than those listed on this pricing page.

Labor Rate: Contractor's facility: \$75.00 /hr County Facility: \$79.00 /hr Labor Rate for out of scope work not listed and emergency: \$79.00 /hr Labor Rate for Overtime: \$93.00 /hr Labor Rate for Field Service: \$79.00 /hr Labor Rate for Field Service Overtime: \$97.00 /hr Mileage (if any): \$2.00 / MILE Field Service - 1 ton: \$2.00 / MILE Field Service - 2 ton: \$2.00 / MILE Business hours (include time to order and receive same day delivery): 6:00 AM - 6:00 PMReturn Policy: Time limitations: 14 DAYS Restocking charges (if any): 0% UNTIL 14 DAYS, THEN 10% Warranty (define): 6 MONTHS PARTS AND LABOR AND WORKMANSHIP ADDITIONAL PARTICIPATING LOCATIONS: PHOENIX AND MARICOPA COUNTY Terms: **NET 10** Federal Tax ID Number: 86-0116153 Vendor Number: 860116153 Telephone Number: 602-252-7121 Fax Number: 602-256-5242 Contact Person: JOHN GREER

jgreer@roadmachinery.com

Company Web Site: <u>www.roadmachinery.com</u>

Insurance Certificate Required

E-mail Address:

Contract Period: To cover the period ending APRIL 30, 2007